### NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to the action of the City Council directing this notice,

NOTICE IS HEREBY GIVEN that the City of Westminster, 8200 Westminster Boulevard, Westminster, County of Orange, California, will receive at the office of the City Clerk on or before the hour of 3:00 PM, **Tuesday**, **July 27**, **2010**, sealed bids or proposals for:

## PURCHASE & DELIVERY OF DIESEL FUEL AND GASOLINE BID Fiscal Year 2010-2011

Bids will be opened and publicly declared at 3:00 PM, **Tuesday**, **July 27**, **2010** in the City Hall located in the Westminster Civic Center, 8200 Westminster Boulevard, Westminster, California

Bids must be made on the forms provided for the purpose in an envelope addressed to the Westminster City Clerk, Westminster, California, marked:

#### DIESEL FUEL AND GASOLINE BID

Bids shall be for furnishing all materials and/or labor, equipment, and materials as necessary, in accordance with the specifications.

The bidder must also submit with their proposal a satisfactory certified or cashier's check, certified by a responsible bank; cash; or bidder's bond on the City's bond form, in favor of the City of Westminster, executed by an admitted surety insurer authorized to issue such bonds in the State of California, and secured through an authorized agent with an office in California, subject to approval of the City Attorney, in an amount of TWENTY THOUSAND DOLLARS (\$20,000.00). Such bidder's security shall be forfeited to the City of Westminster should the successful bidder to whom the contract is awarded fails to timely execute the contract and/or deliver any necessary documents, including insurance certificates/endorsements (if required).

Specifications are available for examination or may be obtained free of charge at the Westminster Engineering Division. The work shall be done in accordance with these specifications. Any questions regarding this bid should be addressed to Kevin Beach at 714/548-3688. The City of Westminster reserves the right to accept or reject any bids presented; to waive any irregularity and informality in the bids and bid process, and to retain all bids and guarantees for a period of sixty (60) calendar days for examination and comparison, after the time set for the opening thereof.

By order of the City of Westminster, County of Orange, State of California.

Robin Roberts
City Clerk of the City of Westminster

# BID REQUEST FOR PURCHASE & DELIVERY OF DIESEL FUEL & GASOLINE FOR THE CITY OF WESTMINSTER FISCAL YEAR 2010-2011

This bid request is intended to obtain competitive bids for the purchase and delivery of diesel fuel and regular unleaded and premium unleaded gasoline, which meets the enclosed specifications.

The determination of the bid award will be made on a comparison of prices and discounts offered. QUALITY and DELIVERY will also be a part of the final determination.

By mutual agreement of both parties, this contract shall be renewable for four (4) successive one (1) year terms, unless terminated earlier by either party in the manner set forth herein. The City Council of the City of Westminster (City) shall be authorized to extend this contract for each renewal period, with the concurrence of the bidder who is awarded the contract. Renewal will be at the discretion of the City and based on continuance of the bidder who is awarded the contract providing satisfactory materials, goods, and/or services.

If necessary, bidders must satisfy themselves by personal examination of the location of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and requirements of this work, and shall not at any time after submission of the bids, dispute, complain, or assert that there was any misunderstanding in regard to the nature or the amount of work to be done, unless a written change in these specifications or contract, or written clarification thereof, has been issued by the City.

### **GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions set forth are binding on all contracts between the City and participating bidders. The requirements herein specified are minimum, unless otherwise stated.

- 1. Whenever a question as to the meaning of any portion of these specifications is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation of the City shall be final.
- 2. The City reserves the right to purchase goods, materials, services, or equipment provided for under the contract from any vendor, when circumstances necessitates the immediate purchase of such goods, materials, services, or equipment provided for under the contract, and which the bidder that is awarded the contract, cannot provide; or, if the bidder fails to meet any delivery date specified in its bid; or, if such goods, materials, services, or equipment are less costly via other suppliers. When the City has submitted a specific request or order for particular goods, materials, services,

or equipment, provided for under the contract, to the bidder that is awarded the contract, but has not received delivery of the items ordered in compliance with the bid, then the City may immediately cancel that order for cause, without penalty, and shall inform the bidder that is awarded the contract, as soon as possible, that the items will be obtained elsewhere.

- 3. Bidders are requested to bid in accordance with the specifications, on the brand or manufacturer's names, as used in the description section, on new production models and unused materials, without the use of substitutions or equals, unless otherwise specified. Substitutes may be bid where substitution meets or exceeds specified brand/manufacturer requirements, and provided that such articles are considered by the City to be functionally comparable to, and in all essential respects in compliance with, the specification requirements, and at the discretion of the City. Substitution requests must be submitted for approval at least seven (7) calendar days prior to the bid opening date for evaluation. Where specifications for specific items are not included, manufacturer's standard specifications will be met. It is understood that the articles offered by the bidder will meet all requirements of these specifications, unless deviations therefrom are clearly set forth in the submitted bid. Each bidder shall submit adequate information on equipment, materials, or services they propose to furnish to enable the City to evaluate the suitability for the purpose intended. Items purchased hereunder will be subject to final inspection and acceptance at destination.
- 4. All materials, equipment, goods, services, and/or labor, as necessary, covered by this bid, shall comply with the provisions of the Occupational Safety and Health Act of 1970 (or latest revision); the State of California Safety Orders, including Air-Pollution Control laws and regulations, and the California Motor Vehicle Code, if such regulations apply, and any other applicable State and/or Federal regulations relating to or governing the materials, equipment, and/or labor, pursuant to the contract. Bidder certifies that all items furnished under this bid will conform and comply with said standards and regulations. Bidder further agrees to indemnify, defend and hold City harmless for all damages assessed against City as a result of bidder's failure to comply with Acts and Standards issued thereunder, and for the failure or the items furnished under this bid to so comply. Material Safety Data Sheet must be supplied for all chemical supplies.
- 5. Manufacturers' warranties or guarantees on all goods, materials, services, or equipment shall apply. Should any equipment prove defective or should the system as a whole prove defective due to faulty workmanship, material furnished, methods of installation, or should said system or any part thereof fail to operate as planned due to any of the foregoing causes, the bidder agrees that the repairs shall be made and such material as necessary shall be furnished and installed within thirty (30) calendar days after oral or written receipt of demand from the City. In the event repairs are not made within

thirty (30) calendar days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other firm. The bidder agrees to reimburse the City, upon demand, for its expenses incurred in restoring said systems to the condition specified in said contract, including the cost of any equipment or materials replaced or, upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so they will operate successfully as originally contemplated. Repair work performed by the City's authorized person(s) WILL NOT VOID any portion of the warranty/guarantee.

- 6. The determination of the bid award will be made on a comparison of prices, quality, warranty, delivery, and discounts offered. Construction details, materials, and performance characteristics will also be a part of the final determination, shall be analyzed by the City, and the goods, materials, services, and/or equipment which, in its opinion, best serves the interest of the City, will be purchased. To qualify as an eligible bidder, the bidder must provide delivery service. Bidder shall indicate delivery time on all materials, (i.e., one hour, one-half day, 24 hours, ten days, etc.). Delivery will be between the hours of 8:30 AM and 3:30 PM, Monday through Friday. Each bidder shall quote its earliest delivery time with the bid, and elapsed time between bid date and delivery date shall be one of the determining factors in the award of the purchase order. The City reserves the right to award to other than the lowest bidder, if, in the City's opinion, the delivery time is excessive.
- 7. Bidders will show on the bid form the price for each item, and all the information requested. In the event the bidder does not wish to bid on a specific category, a "NO BID" entry shall be shown for the specific category. Failure to do so may disqualify you from the bid process. Any bid, which does not clearly and fully indicate the amount of the bid for each item thereof, may be rejected.
- 8. Submission of a signed bid shall be interpreted to mean that the bidder does agree to and has accepted all of the terms and conditions set forth in all the pages that make up this bid document. The bidder's signature is required on all sheets where noted. All bids must be typewritten or clearly printed, in ink; no erasures are permitted. Mistakes may be crossed out, the corrections made adjacent to, and must be initialed, in ink, by the person authorized to sign the bid. Proposals/quotations, if signed by other than an authorized officer of the bidder's firm, must also be signed by a person who is authorized to submit bids. The bid should be checked and verified before submission, as it cannot be withdrawn after the bid opening. Responsibility for errors and/or omissions on the part of the bidders in making up their bids will not be assumed by the City. Bids must be submitted on the forms provided; return all pages. No oral or telephone modifications of any bid will be considered. Any bid may be withdrawn, either personally, by written request, or by Fax (confirmed) at any time prior to the designated bid opening time.

- 9. The bidder must also submit with their proposal a satisfactory certified or cashier's check, certified by a responsible bank; cash; or bidder's bond on the City's bond form, in favor of the City of Westminster, executed by an admitted surety insurer authorized to issue such bonds in the State of California, and secured through an authorized agent with an office in California, subject to approval of the City Attorney, in an amount of Twenty Thousand Dollars (\$20,000.00). Such bidder's security shall be forfeited to the City of Westminster should the successful bidder to whom the contract is awarded fails to timely execute the contract and/or deliver any necessary documents, including insurance certificates/endorsements (if required).
- 10. State sales tax (figured at 8.75%) should be identified in the bid as a separate listed amount.
- 11. The bidder, if awarded the contract and located within the City of Westminster, must provide proof of a valid business license, or must procure a valid business license from the City.
- 12. Bidder's signed bid and written acceptance by the City, in the form of a Purchase Order, shall constitute a contract. No other formal contract or agreement will be required.
- 13. All prices are to be F.O.B. City of Westminster Corporation Yard, 14381 Olive Street, Westminster, California.
- 14. Each bidder shall state whether they are an individual firm, corporation, or partnership; if a firm, give the name of the owner; if a corporation, the name of the president and secretary; and if a partnership, the name of the general partners.
- 15. The bidder shall submit a list of references of other accounts to whom bidder provides similar service. The reference list shall contain the name and phone number of the company, as well as a contact person.
- 16. The successful bidder shall accept the compensation, as herein indicated, as full payment for the material, labor, goods, and/or services as specified herein. No adjustments in payment to bidder resulting in an increased cost above the bid price quoted herein will be accepted. Prices shall remain unchanged for a one year period, July 1, 2010 through June 30, 2011. All invoices are to be submitted monthly, in duplicate, to the City of Westminster, attention **Kevin Beach**, 14381 Olive Street, Westminster, California 92683. Invoices shall contain the Purchase Order number, description of item(s), size(s), quantities, unit price(s), extended total, and terms. Bid prices shall remain unchanged for a one-year period, (at the time the contract is awarded).

- 17. Time for taking discounts offered for prompt payment will be computed from the date of delivery and acceptance at destination, or from the date a correct invoice is received, if the latter date is later than the acceptance date.
- 18. The term "heavy duty" as applied in these specifications, shall be interpreted to mean that the item to which it applies shall exceed the usual quality, capacity, strength, and durability of standard production items; and, heavy duty items shall be able to withstand unusual strain, wear, exposure, temperature, or other usage factors to which the item may be subjected. Bidder shall furnish with this bid, the manufacturer's specifications and code, so that all heavy duty items supplied may be easily identified.
- 19. The City will award the contract to the lowest responsible bidder; however, said City reserves the right to accept or reject any or all bids and any part of any bid, to waive any informality in the bids received, and if necessary, to take the said bids under advisement for a period not to exceed sixty (60) calendar days. The City shall not be required to make a statement of the reason for acceptance/rejection. The City shall be the sole judge as to whether any bid is acceptable and such decision of said party shall be final and conclusive. The City reserves the right to reject the bid of any bidder(s) who has previously failed to perform properly or complete on time, contracts of a similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. A firm's past warranty service performance and failure to correct deficiencies which may have resulted in a cost to the City which was a proper warranty service, will be a factor in making an award. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth in the specifications.
- 20. City shall have the right to cancel at any time for bidder's breach of any provisions of this bid, including failure to meet their stated delivery date. Time is of the essence to meet the promised delivery date. City may cancel any subsequent bid award if bidder, in City's judgment, is failing to make sufficient progress so as to endanger performance of this bid and subsequent order in accordance with its terms. City reserves the right to terminate the contract without penalty, without cause, or with cause immediately, ten (10) calendar days after written notice thereof if delivered to the bidder personally or by mail addressed as shown on the purchase order form.
- 21. The City also reserves the right to terminate, for cause and without penalty, the entire contract, or any remaining portion thereof, for the purchase of goods, materials, services, or equipment, provided for under the contract, if the bidder that is awarded the contract fails to make sufficient progress under the contract so as to endanger performance of the contract, or if the bidder that is awarded the contract breaches or otherwise violates any provisions of the bid or contract.

- 22. The bidder that is awarded the contract shall be liable to the City, in the event of any termination or cancellation for cause, for any difference in price between the contract or bid price and the price that the City actually pays for goods, materials, services or equipment, provided for under the contract. The price paid by the City shall be considered the prevailing market price at the time such purchase is made. The bidder that is awarded the contract shall also be liable to the City for , plus its costs and expenses related to purchasing the goods, materials, services, or equipment, provided for under the contract, from an alternate source, as well as costs and expenses related to in enforcing the City's rights hereunder, including reasonable attorney's fees. Further, City may offset any such costs or expenses incurred against any of the monies which may be subsequently owing to the bidder that is awarded the contract.
- 23. The successful bidder shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants of facilities by the government, where satisfactory evidence thereof is presented that the performance is not due to the fault or negligence of the party not performing.
- 24. The City also reserves the right to purchase and have delivered diesel fuel and gasoline as noted in the contract from any vendor when circumstances necessitate the immediate purchase and/or delivery of diesel fuel and gasoline, and which the bidder that is awarded the contract, cannot provide.
- 25. Your bid must be received at the office of the City Clerk, 8200 Westminster Boulevard, Westminster, California 92683, on or before 3:00 PM on **Tuesday**, **July 27, 2010.** Each bid shall be in a separate sealed envelope with the bid request name and due date showing on the outside of the envelope.

I have read and understand the foregoing pages of the City of Westminster General Conditions, and have carefully checked all words and figures inserted in this bid. I understand that my company will not be released on account of any errors of the undersigned in the preparation of this bid. (Explain over your signature any erasures or interlineations in this bid proposal.)

Signature	(Printed Name)
Title	Date
Company:	

### Regular Unleaded Gasoline

Major Oil Company Quality With Full Additive Package

Octane Rating  $\frac{R+H}{2}$  87 Min.

Lead Content, Elemental Lead, Grans Per Gallon .001 Max

Reid Vapr. Pressure Lb. Max. 9.0 - 13.5

Distillation Degrees Fahrenheit

10% Evaporation, Max.130-14550% Evaporation, Max.225-24090% Evaporation, Max.350-365End Point, Max.437.Residue, % Max.2

Corrosion, 3 Hours/122 Degrees Fahrenheit, Max. 1

Sulfur, % Max. 0.1

Oxidation Stability, Minutes, Min. 4

Existent Gum, MG/100 ML., Max. 4

Conformity of product to be supplied under this contract shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

# <u>Premium Unleaded Gasoline</u> Major Oil Company Quality With Full Additive Package

Octane Rating  $\frac{R + M}{2}$ 92 Min. Lead Content, Elemental Lead, Grans Per Gallon <u>.05 Max</u> Reid Vapr. Pressure Lb. Max. 9.0 - 13.5Distillation Degrees Fahrenheit 10% Evaporation, Max. 130-145 50% Evaporation, Max. 225-240 90% Evaporation, Max. 350-365 End Point, Max. 437. Residue, % Max. 2 Corrosion, 3 Hours/122 Degrees Fahrenheit, Max. 1 Sulfur, % Max. 0.1 Oxidation Stability, Minutes, Min. 4

Existent Gum, MG/100 ML., Max.

Conformity of product to be supplied under this contract shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

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# No. 2 Low Sulfur Diesel Fuel Major Oil Company Quality With Full Additive Package

Cetane Number Min. 45

Cetane Index, Min. 45

Pour Point, Max N/A

Flash Point. Min. 140 Degrees Fahrenheit

Distillation & Recovery by Volume (By ASTM D-86)

10% Evaporation, Max.437 Degrees Fahrenheit50% Evaporation, Max.509 Degrees Fahrenheit90% Evaporation, Max.595 Degrees FahrenheitEnd Point, Max.640 Degrees Fahrenheit

Viscosity Est. at 100 Degrees Fahrenheit 1.9 Min.

Water and Sediment, Max. .05%

Ash Content, by weight, Max. .01%

Sulphur, by weight, Max. .05%

Alkali or Mineral Acid Neutral

Odor Non-Offensive

Carbon Residue, 10% Residum .35% Max.

Conformity or product to be supplied this contract shall be determined by ASTM D-975 or Federal Specification VVF-800 as applicable by independent laboratory analysis.

All Diesel Fuel supplied under this contract to be Carb approved.

## CONTRACTOR'S BID

# PURCHASE & DELIVERY OF DIESEL FUEL & GASOLINE BID 2005-06

Name	e of Company			
Addre	ess			
Phone	Street	City Federal I.D. No		Zip
	all spaces either with om the bid process.	h a bid price or state "No Bid'	'. Failure to do	o so may disqualify
1.	Prices to be average gallon and adjusted  OPIS price in center equals delivery chains	REGULAR GASOLINE  Je Oilfield Publication Informat as follows:  ts per gallon minus rge for net price of OPIS, minu tate and Federal taxes.	discount,	plus
2.	Prices to be average OPIS price in center equals delivery chains	PREMIUM GASOLINE e OPIS rack price per gallon are ts per gallon minus rge for net price of OPIS, minu tate and Federal taxes.	discount,	plus
3.	OPIS price in centequals delivery chain	EL e OPIS rack price per gallon and ts per gallon minus ge for net price of OPIS, minus tate and Federal taxes.	discount,	plus
4.	Annual fuel tank tes	ting (topping off): \$	_/hour.	
5.		ELS ge OPIS rack price in cents pa and adjusted as follows:	er gallon plus	all applicable State

FUEL	LESS DISCOUNT (cents/gallon)	GALLONS Tank Size:	ADD ON \$ (cents/gallon)	DELIVERY\$ (cents/gallon)	NET PRICE OPIS PLUS/ <minus></minus>
Regular Unleaded		0-2,499			
Regular Unleaded		2,500-5,999			
Premium Unleaded		0-2,499			
Premium Unleaded		2,500-5,999			
Diesel		0-2,499			
Diesel		2,500-5,999			

1.	To qualify as an eligible bidder, bidder must provide delivery service. Bidder shall indicate delivery time on all purchases of diesel fuel and gasoline (i.e., one hour, ½ day, 24 hours, ten days, etc.):
2.	Prompt Payment Discount:
3.	Your Cost for the Bidder's Bond:
the ur	indersigned has carefully checked all words and figures inserted in this bid and that indersigned will not be released on account of the errors of the undersigned in the ration of this bid. Explain over your signature any erasures or interlineation in this oposal.
Signa	ture

Date\_\_\_\_\_

Title\_\_\_\_\_

## BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if bidder desires to submit bond instead of cash, certified check, or cashier's check)

#### KNOW ALL PEOPLE BY THOSE PRESENT:

That we,	, as Principal, and,
as Surety, are held a	and firmly bound unto the City of Westminster, a municipal
corporation, organized	under the laws of the State of California and situated in Orange
County, in the per	nal sum of
(\$	), (not less than Twenty Thousand Dollars (\$20,000.00) of the
Principal above named	, submitted by said Principal to said City, for the work described
below), to be paid to th	e City, its successors and assigns, in lawful money of the United
States of America, for	payment of which sum well and truly to be made, we bind
ourselves, our heirs,	executors, administrators, successors or assigns, jointly and
severally, firmly by thes	se presents.
In no case shall	the liability of the Surety hereunder exceed the aforestated sum.
THE CONDITIONS OF T	HIS OBLIGATION ARE SUCH,
That whereas	said Principal has submitted a bid to said City for
	under Project No.
for v	which bids are to be opened in the office of the City Clerk of said
City on	
NOW, THEREFORE,	

If said Principal is awarded the contract, and within the time and manner required under the Contract Documents as specified in the Notice Inviting Bids, after the prescribed forms are presented to said Principal for signature, enters into a written Agreement executed in accordance with the Contract Documents within the time specified, and the insurance

### **BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(continued)

certificates and endorsements, if required, in accordance with the Contract Documents, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is hereby agreed that bid errors shall not constitute a defense to forfeiture except as provided by law.

In the event suit is brought upon this Bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fee to be fixed by the Court.

### IN WITNESS WHEREOF:

We set our hands and seals thisday of		, 20
Principal	Surety	
Ву:	Ву:	
(SEAL)	(SEAL)	

# <u>Regular Unleaded Gasoline</u> Major Oil Company Quality With Full Additive Package

Octane Rating $\frac{R+H}{2}$		<u>87 Min.</u>
Lead Content, Elemental Lead, Grans Per Gallon		.001 Max
Reid Vapr. Pressure Lb. Max.	9.0 - 13.5	
Distillation Degrees Fahrenheit		
10% Evaporation, Max.	130-145	

50% Evaporation, Max.225-24090% Evaporation, Max.350-365End Point, Max.437.Residue, % Max.2

Corrosion, 3 Hours/122 Degrees Fahrenheit, Max. 1

Sulfur, % Max. 0.1

Oxidation Stability, Minutes, Min. 4

Existent Gum, MG/100 ML., Max. 4

Conformity of product to be supplied under this contract shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

## <u>Premium Unleaded Gasoline</u> Major Oil Company Quality With Full Additive Package

Octane Rating  $\frac{R+M}{2}$  92 Min.

Lead Content, Elemental Lead, Grans Per Gallon .05 Max

Reid Vapr. Pressure Lb. Max. 9.0 - 13.5

Distillation Degrees Fahrenheit 10% Evaporation, Max. 130-145

130-145 50% Evaporation, Max. 225-240 90% Evaporation, Max. 350-365 End Point, Max. 437. Residue, % Max. 2

Corrosion, 3 Hours/122 Degrees Fahrenheit, Max. 1

Sulfur, % Max. 0.1

Oxidation Stability, Minutes, Min. 4

Existent Gum, MG/100 ML., Max. 4

Conformity of product to be supplied under this contract shall be determined by ASTM D-439 or Federal Specification VVFR-800 as applicable by independent laboratory analysis.

# No. 2 Low Sulfur Diesel Fuel Major Oil Company Quality With Full Additive Package

Cetane Number Min. 45

Cetane Index, Min. 45

Pour Point, Max N/A

Flash Point. Min. 140 Degrees Fahrenheit

Distillation & Recovery by Volume (By ASTM D-86)

10% Evaporation, Max.437 Degrees Fahrenheit50% Evaporation, Max.509 Degrees Fahrenheit90% Evaporation, Max.595 Degrees FahrenheitEnd Point, Max.640 Degrees Fahrenheit

Viscosity Est. at 100 Degrees Fahrenheit 1.9 Min.

Water and Sediment, Max. .05%

Ash Content, by weight, Max. .01%

Sulphur, by weight, Max. .05%

Alkali or Mineral Acid Neutral

Odor Non-Offensive

Carbon Residue, 10% Residum .35% Max.

Conformity or product to be supplied this contract shall be determined by ASTM D-975 or Federal Specification VVF-800 as applicable by independent laboratory analysis.

All Diesel Fuel supplied under this contract to be Carb approved.